

# EXHIBIT 6

(PART 2)

Q. Payroll and Check Stubs:

1. If the City implements a new payroll system, the parties shall meet to define what payroll codes or designations will be used to define the provisions of an Employee's check stub. The parties will also meet to discuss whether the change in the payroll system makes it possible to address the issue of direct deposit during the holiday weeks.
2. Subject to Article 16, Section G, all paychecks and/or pay stubs shall be distributed in individually sealed envelopes.

R. Duty Officer - Fire Marshal Division. A minimum of two (2) hours pay or compensatory time shall be paid or credited to a duty officer for each instance where he/she is called back to attend to Department business from off duty. After three (3) hours of overtime work, a duty officer shall receive time and a half overtime pay or compensatory time for all time worked after three (3) hours. Where a member is assigned as duty officer for a specified period, every seventh (7th) day of that period (i.e., the 7th day, the 14th day, etc.), after three (3) hours of overtime work a duty officer shall receive double time (2x) for all time worked after three (3) hours.

S. On-Duty Injury Bills. The City shall pay on-duty injury bills within sixty (60) calendar days of receipt of the bill. If the City does not pay a bill within sixty (60) calendar days of receipt, the City shall provide the Union with a suitable explanation for the delay.

T. Limitation on Location. No Employee serving in a light or regular duty capacity shall be required to work at a location (other than Headquarters) not currently staffed by a twenty-four (24) hour fire fighting company after 1700 hours.

U. Eligibility Standards for Driving Assignments. Employees shall be subject to Human Resources Directive 2014-1 Eligibility Standards for Driving Assignments, which may be amended from time to time by the Human Resources Department.

V. Non-Firefighting Division Employees shall not be required to use their personal vehicles for Department business.

## 17. COMPLIANCE WITH CITY LAW

The Department will comply with applicable City laws including, but not limited to, the provisions of the City Charter and the Ordinances and Resolutions of the City Council, as amended from time to time, relating to working conditions and compensation of Department personnel.

## 18. CONVENTIONS

A. Subject to the operating needs of the Department as determined by the Executive Fire Commissioner, time off without loss of pay shall be granted to all delegates duly elected to attend annual state or national conventions of Veterans' organizations with national Congressional Charters with dates and locations as approved by City Council. Such time

off shall be charged to vacation or compensatory time banks in accordance with City Council Resolutions.

- B. The Union may from time to time request City Council to approve attendance at state or national conventions of labor organizations by City employees without loss of time or pay.

## **19. HOURS AND LEAVE DAYS**

- A. The leave of absence of uniformed members of the Fire Fighting Division of the Department shall be, for each member, one day of twenty-four (24) hours off duty in every forty-eight (48) hours, and an additional twenty-four (24) consecutive hours off duty in each six (6) day period (such additional twenty-four (24) consecutive hours to be joined with proximate regular leave days so as to afford a leave period of seventy-two (72) consecutive hours), and an average of an additional twenty-four (24) consecutive hours off duty in every thirty (30) day period, and such additional periodic twenty-four (24) consecutive hours off duty thereby requiring such persons to work an average of forty-eight (48) hours per week; and a furlough of twenty (20) days in each year.
- B. The basic work week for members of the Arson Section shall be four (4), 10-hour tours of duty per week.
- C. The basic work week for members of Fire Prevention Section shall be four (4), 10-hour tours of duty per week, as follows:
  - 1. There are five (5) Sections in Fire Prevention:
    - General Assignment
    - Hazardous Materials
    - Public Assembly
    - Institutions
    - Court Section
  - 2. Under the schedule all members in each section shall be assigned a letter designation - A or B.
  - 3. All shifts shall work Tuesday through Thursday. The "A" shift shall work Monday of the first week and Friday of the second week and continue to alternate, while "B" shift shall work Friday of the first week and Monday of the second week, and continue to alternate.
  - 4. A member may voluntarily and at his sole option choose to have a work week of five (5) 8-hour tours of duty per week. A member exercising this option shall have the right once per fiscal year to return to a work week of four (4) 10-hour tours of duty per week.
- D. Firefighting personnel may be detailed for training purposes at the direction of the Department. These details may require that personnel be placed on a temporary 5-day,

40-hour work week training schedule, provided that the temporary schedule shall not interfere with approved furloughs or the holiday schedule. Firefighting personnel may be placed on such a temporary 5-day, 40-hour work week training schedule for up to four (4) consecutive weeks at a time and for a maximum of six (6) weeks per fiscal year. Thirty (30) days advance notice shall be given to the affected individuals where training may require the use of a 5-day, 40-hour work week training schedule. Any XXL days that conflict with assigned training will be rescheduled. Personnel detailed to training under this Section shall be compensated as if they were working their regular work schedule, except that they shall not receive shift differential.

- E. The normal work day for the Fire Dispatcher, the Senior Assistant Fire Dispatcher, and the Assistant Fire Dispatchers shall consist of a 12-hour shift.

## 20. TEMPORARY ASSIGNMENTS

- A. Employees generally are to be assigned job duties and responsibilities which are appropriate in their classification. Subject to the requirements set forth in this Article, the Department may assign an Employee to perform work which falls outside his/her classification in accordance with its management rights under Article 3.
- B. When an Employee is assigned on a temporary basis to perform the duties of a higher classification for a period of eight (8) hours or more, he/she shall be compensated at the rate of the higher classification from the first hour in accordance with the situations listed below:

Regular Classification	Classification of Temporary Assignment
Fire Fighter	Fire Fighter Driver
Fire Fighter	Fire Sergeant
Fire Fighter Driver	Fire Engine Operator
Fire Fighter Driver	Fire Sergeant
Fire Captain	Battalion Fire Chief

- C. In all situations when an Employee in the classifications listed below is assigned on a temporary basis to perform the duties of any higher classification for a period of eight (8) hours or more, he/she shall be compensated at the rate of higher classification.

**Regular Classification**  
 Fire Investigator-Captain  
 Senior Fire Prevention Inspector  
 Fire Investigator-Lieutenant  
 Fire Prevention Inspector

- D. If the most senior and eligible Employee is passed over for a paid temporary assignment, he/she shall be provided the next opportunity to work a temporary assignment out of classification.

## **21. WORK RELIEFS**

- A. Employees are responsible for working their assigned and scheduled hours.
- B. "Buddy Reliefs" at the time of unit change shall still be effective.
- C. An Employee may send a substitute to work an assigned and scheduled tour of duty for him/her, provided that the Employee's contract for a work relief is in writing and signed by both the Employee and his/her substitute, and the substitute is acceptable to the Department. Work reliefs can be accomplished in only two (2) ways: (i) straight exchange; or (ii) payment by transfer of compensatory time. Although a written record will be made of the substitute's presence on the job, the Employee originally scheduled will be paid for the tour of duty.
- D. If an Employee has contracted for a work relief, and his/her substitute fails to show up for any reason or the substitute is unacceptable to the Department for any reason, the substitute shall be considered AWOL.
- E. The Department will keep records of work relief exchanges and will not approve or disapprove such exchanges (except as to acceptability of substitutes per paragraph F, below), and will not be a party involved in any such exchanges. Records of work relief exchanges will be kept within the appropriate battalion(s) and the Battalion Chiefs will be responsible for posting accurate records which will be audited quarterly.
- F. When a substitute presents himself at the beginning of a tour of duty, the Department may accept him or reject him as fit for duty and qualified to perform the job involved. An Employee may request, in advance, a ruling as to whether a particular Employee is an acceptable substitute for him, subject to his fitness for duty at the time of the substitution.
- G. Once accepted a substitute will be treated as on-duty.
- H. All Fire Fighters are required to actually work a minimum of sixty-five (65) duty tours per year (exclusive of disability or illness).
- I. In no case will work reliefs between Employees assigned to a forty (40) hour work week schedule result in an increase in overtime cost to the City.

## **22. FURLOUGHS SELECTION**

### **A. Policies – Furloughs.**

Employees shall make their furlough selection in accordance with this Article. Scheduling of furloughs or vacations shall be in conformity with regulations and procedures as may be established by the Chief of Fire Fighting Operations and the Executive Fire Commissioner.

B. Regular Furlough Days Per Year.

1. All confirmed members of the uniformed force of the Fire Fighting Division and other Employees required to be on twenty-four (24) hour shifts shall be entitled to eight (8) tours of duty off for furlough, which in conjunction with regularly scheduled leave days and extra leave days shall yield twenty (20) calendar days of vacation annually.
2. All confirmed members of the non-firefighting division and other 40-hour Employees shall be entitled to one hundred sixty (160) hours of vacation on January 1 of each year.

C. Extra Furlough Days.

1. Twenty-Four (24) Hour Shifts.

- a. Members having completed seven (7) years of service with the Department, but less than fourteen (14) years of service, shall be entitled to one (1) additional tour of duty per year, off for furlough, for a total of one (1) extra furlough day.
- b. Members having completed fourteen (14) years' service with the Department, but less than twenty-one (21) years of service, shall be entitled to two (2) additional tours of duty per year, off for furlough, for a total of two (2) additional furlough days.
- c. Members having completed twenty-one (21) or more years of service shall be entitled to one (1) additional tour of duty per year, off for furlough, for a total of three (3) additional furlough days.

2. Eight (8) and Ten (10) Hour Shifts. All members of the bargaining unit who are required to work 8-hour or 10-hour tours of duty will be entitled to extra furlough time under the conditions and in the amounts described below. This extra furlough time will be credited to each eligible Employee's furlough bank on January 1 of each year:

- a. All members of the bargaining unit who are required to work 8-hour or 10-hour tours of duty, upon completion of seven (7) but less than fourteen (14) years of service with the Department shall be entitled to twenty-four (24) additional hours off for furlough per year.
- b. All members of the bargaining unit who are required to work 8-hour or 10-hour tours of duty, upon completion of fourteen (14) but less than twenty-one (21) years of service with the Department, shall be entitled to twenty-four (24) additional hours off for furlough per year, for a total of forty-eight (48) additional furlough hours.

- c. All members of the bargaining unit who are required to work 8-hour or 10-hour tours of duty, upon completion of twenty-one (21) years of service with the Department, shall be entitled to twenty-four (24) additional hours off for furlough per year, for a total of seventy-two (72) additional furlough hours.

D. Additional Furlough Days Per Year - Crediting And Liquidation.

Members shall be initially credited with and entitled to liquidate additional furlough days (hours) beginning the series following the anniversary of their appointment in the Department. Thereafter, crediting shall occur each year with the crediting of regular furlough days (hours) for the winter furlough series.

E. Furlough Series.

1. There shall be a summer series of furloughs commencing about April 1st, extending to about October 1st, and a Winter Series commencing about October 1st, extending about April 1st the following year.
2. All regular furlough series shall commence at 0800 hours.

F. Furlough Draw.

All company personnel shall draw furloughs with their assigned company unit. Battalion Fire Chiefs shall draw separately by units, at a time set by the Chief of Fire Fighting Operations.

G. Transfers/Furloughs.

Upon completion of furlough selections, members shall be permitted to retain their furlough choice regardless of subsequent transfer or change of units.

H. Furlough Days - Carry Over.

1. All members shall liquidate all furlough days (hours) in each series unless granted special permission by the Chief of Fire Fighting Operations to carry over the days (hours) to the next series for unusual circumstances.
2. Members entitled to two (2) additional furlough days will liquidate one (1) in the summer series and one (1) in the winter series.
3. Those entitled to one (1) additional furlough day will liquidate by seniority, with highest seniority members being entitled to the summer series and with members with lesser seniority being entitled to the winter series, and this procedure shall be reversed annually beginning with each winter series.

I. New Members.

1. New members will be entitled to four (4) tours of duty off for furlough, which in conjunction with regularly scheduled leave days and extra leave days shall yield ten (10) calendar days of vacation in the furlough series in which they have completed six (6) months of service.
2. Applications for available furloughs shall be submitted immediately upon completion of six (6) months of service unless otherwise notified.

J. Furlough Drawing Procedures.

Upon receipt of furlough rosters and Office of Chief of Fire Fighting Operations Official Bulletins giving dates of furloughs and information regarding the drawing of furloughs, all members shall review furlough drawing regulations. Each confirmed member shall, with his assigned company, draw for furloughs at the designated time and date, selecting two (2) of the open five (5) day furloughs in the following manner:

1. On the initial drawing, every confirmed member shall select:
  - a. any pair of "paired" 5-day furloughs, or
  - b. any one of the single 5-day furloughs, or
  - c. any one 5-day furlough of any of the paired furloughs
2. Immediately after every member has made an initial choice, a second drawing shall be conducted for those members who chose only one (1) 5-day furlough on the first selection, and they shall select their second 5-day furlough at this time. The pairing arrangement shall be ignored after the initial drawing.
3. Furloughs that are "blocked out" in any company, shall be rotated each succeeding year so that no company will have the same furloughs "blocked out" in either the summer or winter series for two consecutive years.
4. Furlough schedules shall not contain identical "block outs" for companies in either a double or triple house.

K. Change of Furlough (Mandatory).

Whenever any member is affected by a transfer or unit change, he/she shall immediately submit a request for change of furlough in order to update all existing furlough rosters in the Department, unless otherwise notified.

L. Change of Furlough (Voluntary).

1. After the completed company furlough rosters have been forwarded to the Office of Chief of Fire Operations, members shall be informed as to which furloughs on each unit are open for request for change of furlough.

2. Voluntary requests for furlough changes or exchanges must be submitted by a date specified after the open furlough notice has been issued for the series involved. Any request that will benefit the Department manpower situation will be considered and granted by Department seniority by the Office of Chief of Fire Operations.

M. Even Exchange of Furloughs.

1. Requests for furlough "exchanges" between members on the same unit shall be permissible regardless of rank or the number of members already assigned to either of the furloughs involved.
2. These requests shall be considered by the Chief of Fire Operations. All requests for an even exchange shall be clearly marked as such and must be forwarded together to assure proper consideration.

Note: Battalion Fire Chiefs must exchange with Battalion Fire Chiefs.

N. Additional Furlough Days – Requesting.

1. Upon notice from the Department indicating which days are open in any series, members may submit requests, in accordance with procedures established by the Executive Fire Commissioner for the liquidation of additional furlough days.
2. Each request must list a choice of three (3) dates in the order of preference for each date being liquidated. Requests will be approved by Department seniority.

O. Canceled Furloughs.

1. In the event of sickness, injury, or funeral leave, which would occur during a regularly scheduled furlough, the balance of said furlough shall be canceled and rescheduled at a later date. In most cases of duty-connected injury, the Department shall schedule the furlough whenever possible at the Employee's requested time.
2. Upon return to duty, members shall immediately request the rescheduling of any canceled furloughs or portion thereof, subject to approval by the Office of the Chief of Fire Operations. Canceled furloughs shall be rescheduled to commence exactly as they were canceled, so as to end at 0800 hours on the terminal date of a later available furlough.

P. Furloughs Affected By Sickness, Injury, Or Funeral Leave.

1. Members who are injured or become sick, or who qualify for funeral leave during scheduled furlough, may upon proper authorization from the Department, substitute sick leave for the remaining portion of a five (5) day furlough. Members reporting sickness or injuries under these circumstances shall contact Central Office and request to be connected with a physician designated by the

Department. If the Department physician is unavailable, the member may request to be connected with the Senior Chief.

2. The Senior Chief, after receiving the necessary information, may cancel all or remaining portion of member's furlough and relay this information to the Battalion Fire Chief. The remaining portion of a five (5) day furlough affected under the above provisions shall be canceled at 0800 or 2000 hours.
3. In the event of a death occurring among members of an Employee's immediate family or among relatives of the Employee, as covered by funeral leave regulations, members so affected may notify the Department and request the substitution of funeral leave for the remaining portion of the five (5) day furlough.

Q. Military Leave - Leave of Absence.

Members going on extended Military Leave or Leave of Absence (other than for health reasons) will be allowed to liquidate all furloughs credited to them, including the furlough series in which the Military Leave or Leave of Absence becomes effective. The effective date of the leave shall be based on the total liquidation of all accumulated Department time, sick leave, furloughs, and Compensatory Time.

R. Resignations Affecting Furloughs.

Members resigning from the Department will be allowed to liquidate all furloughs credited to them. In order for a resigning member to receive furlough credits in any given furlough series, he/she will be required to have been confirmed and to have physically worked at least one (1) 24-hour tour of duty in the furlough series involved.

S. Suspensions Affecting Furloughs.

Members under suspensions shall not be allowed to draw for furloughs at the time of furlough selection. If the suspension is lifted and the member is reinstated, he/she shall be allowed to schedule his furloughs according to Section O.

T. Retirement Affecting Furloughs.

Retirements: 25-years' service (Old and New Plan), Duty Disability, Non-Duty Disability and Age-60, shall entitle a member to full furlough benefits for the calendar year in which the retirement becomes effective.

U. Furlough and CT Liquidation Limits.

The number of 24-hour fire fighting personnel eligible for furlough or CT liquidation shall be granted up to, but shall not exceed 6.4% of the total personnel on either unit. If it has been determined by the Executive Fire Commissioner that staffing levels meet acceptable levels, the 6.4% can be exceeded.

V. Sell Back of Furloughs.

1. All members of the bargaining unit shall be allowed to sell back to the City two (2) winter and two (2) summer furloughs at the holiday hourly rate.
2. If an Employee chooses to sell back furloughs, he/she shall submit the request at least one (1) week prior to the issuance of the official bulletin giving dates of furloughs and information regarding drawing procedures.
3. The Department shall issue a Bulletin notifying all members to make such an election. The bulletin will be distributed at least two (2) weeks prior to deadline for submittal.
4. If a member makes such an election he/she shall not be eligible for the initial drawing of furlough. The member shall be part of the second drawing.
5. If a member has already received payment for his/her furlough, the decision cannot be revoked.
6. Payment for furlough shall be made on the first paycheck in November in the case of winter furlough and the first paycheck in May in the case of a Summer furlough.

W. Banked Furlough Time. Employees with twenty-five (25) years or more of creditable service have the option each year of banking one (1) of their two (2) furlough periods. At retirement, the member would be paid a lump sum for their furlough time at their then current rate of pay. Such payment will not be included in the computation of average final compensation for pension purposes.

### **23. ELECTRONIC COPY OF AGREEMENT**

Thirty (30) work days after the Effective Date of this Agreement, the City shall provide the Union with an electronic copy of the Agreement.

### **24. ECONOMIC PROVISIONS**

A. Wages.

1. Wages - November \_\_, 2014 through June 30, 2019 – Base Salary:
  - 7.5% wage increase effective the first payroll period after the Effective Date of this Agreement.
  - 0% wage increase effective July 1, 2015.
  - 2.5% wage increase effective July 1, 2016.
  - 2.5% wage increase effective July 1, 2017.
  - 2.5% wage increase effective June 30, 2018.

2. Step Increments. Employees shall receive step increments in accordance with Exhibit I, and shall proceed from the minimum to the maximum on the basis of five (5) equal steps. Employees who complete the Fire Academy on or after the Effective Date of this Agreement will have one thousand dollars (\$1000) of the first pay step applied to their annual salary upon completion of the Fire Academy. This increase will be considered an early entitlement to part of the first annual step increase.
3. One Time Bonus.
  - a. On December 1, 2014, the City shall pay each Employee a one-time bonus in the amount of three hundred dollars (\$300).
  - b. On July 1, 2015, the City shall pay each Employee a one-time bonus in the amount of two thousand nine hundred dollars (\$2,900).
4. The DFFA acknowledges that, as an express quid pro quo for the receipt of a 7.5% wage increase instead of a 5% wage increase effective the first pay period following the Effective Date of this Agreement, a one-time bonus on December 1, 2014 and July 1, 2015, and the 1% retiree medical subsidy (Article 24, Section B.9.a.ii), that the DFFA has agreed to: (a) elimination of any requirement that the Department maintain 135 Sergeant positions and creation of a Department right to reduce the number of Sergeants; (b) elimination of Super Duper Kelly Days; (c) elimination of the additional furlough day granted to members with over twenty-three (23) years of service; (d) reduction in the number of holidays and reduction in the holiday premium; (e) creation of the City's right to pay out annually accumulated sick time in excess of one thousand (1,000) hours at 85%; (f) elimination of mileage reimbursement; (g) elimination of the retention bonus based upon DFFA's portion of the public safety retention bonus; and (h) forego a 2% lump sum payment effective January 1, 2015 and a 1% lump sum payment effective July 1, 2015.
5. Differentials.

In no event shall the percentage differential between the salary of Fire Engine Operator & Fire Sergeant and the maximum salary of Fire Fighter be less than the following schedule:

**Fire Engine Operator & Fire Sergeant**

- a. Upon Promotion: 11%
- b. Upon confirmation or upon completion of one (1) year in rank, whichever occurs later: 12%

No Fire Engine Operator or Fire Sergeant currently a member of the Detroit Fire Fighters Association bargaining unit shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

In no event shall the percentage differential between the salary of Fire Lieutenant and the maximum salary of Fire Fighter and the differential between the salary of Fire Captain and the maximum salary of Fire Fighter be less than the following schedule:

**Fire Lieutenant**

- a. Upon promotion: 20%
- b. Upon Confirmation or upon completion of one (1) year in rank, whichever occurs later: 21%
- c. Upon completion of three (3) years in rank: 22%
- d. Upon completion of four (4) years in rank: 23%
- e. Upon completion of six (6) years in rank: 24%

No Fire Lieutenant, currently a member of the Detroit Fire Fighters Association bargaining unit, shall suffer any reduction in salary or current differential as the result of the execution of this Agreement

**Fire Captain**

- a. Upon promotion: 35%
- b. Upon confirmation or upon completion of one (1) year in rank, whichever occurs later: 36%
- c. Upon completion of three (3) years in rank: 37%
- d. Upon completion of four (4) years in rank: 38%
- e. Upon completion of six (6) years in rank: 39%

No Fire Captain, currently a member of the Detroit Fire Fighters Association bargaining unit shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

**B. Hospitalization, Medical Insurance, Optical and Dental Care.**

- 1. During the term of this Agreement, Employees will be eligible to participate in the group medical, prescription drug, dental, and vision plans ("Medical Plans") offered by the City. Unless the parties mutually agree otherwise, the City's 2014 medical plan designs ("Medical Plan Designs") will remain in place during the term of this Agreement. For purposes of this Section, the term Medical Plan Design will collectively refer to deductibles, co-payments, covered services, networks, and third party administrators or insurers.

- a. Notwithstanding this Section B.1., the City will promptly analyze providing ScriptGuideRx, Inc. as a pharmacy benefits manager ("PBM") for the self-insured PPO option provided to police and firefighter active employees who enroll for health insurance. The City agrees to include ScriptGuide as a PBM for its self-insured option for active police and firefighter enrollees if (i) the City concludes - in its sole discretion - that ScriptGuide can be provided on a cost neutral or lower cost basis for the City during its first contract year of use and the Contract term (and without significant termination or renewal penalties thereafter), and (ii) following an analysis by the City respecting, inter alia, ScriptGuide's applicable managed formulary, generic utilization, network and co-payment structure and sharing of that analysis and discussion with the Unions, the Unions and the City approve the City's use of ScriptGuide as the PBM for its self-insured option for active police and firefighter enrollees, even if the co-pay structure for generic, brand or specialty prescription drugs necessary for cost neutrality requires higher active employee co-pays for certain forms of prescription drugs. The City shall determine whether ScriptGuide will be cost neutral or lower prescription drug costs based on the cost for the entire active population.
2. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the employee), in accordance with applicable law.
  - a. For calendar year 2014, Employees' monthly contributions under the City's Medical Plans will remain at the levels in place as of the Effective Date of this Agreement.
  - b. For subsequent calendar years during the term of this Agreement, Employees' monthly contributions under the City's Medical Plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms and conditions and limitations set forth in this Article. Under this cost sharing arrangement, the City will pay eighty percent (80%) of the costs of each coverage tier in the City's Medical Plans, and Employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier. Premiums will be calculated as follows:
    - i. For the Health Alliance Plan ("HAP") health maintenance organization ("HMO") plan, a participating Employee will pay 20% of the premium charged by HAP for his/her coverage tier. Such premiums will be established by HAP, subject to confirmation by an independent enrolled actuary retained by the City ("Enrolled Actuary").

- ii. For the Blue Cross/Blue Shield (“BCBS”) preferred provider organization (“PPO”) plan, monthly contributions will be set such that Employees in each coverage tier collectively pay twenty (20%) of the costs for that coverage tier. Such monthly contributions will be calculated by the Enrolled Actuary. Monthly contributions will be calculated in accordance with generally accepted actuarial principles, and will take into account claims experience from the prior fiscal year, inflation, actual and anticipated administrative costs, actual and anticipated fees and surcharges (including those associated with compliance with the Patient Protection and Affordable Care Act (“ACA”)), and any other relevant costs or factors as determined by the Enrolled Actuary.
- 3. C.O.P.S. Health Trust: For calendar year 2015 and for subsequent calendar years during the term of this Agreement, Employees may elect to participate in medical benefit plans offered by C.O.P.S. Health Trust (“COPS Trust”) in lieu of the City’s Medical Plans subject to the following conditions:
  - a. An Employee who participates in COPS Trust may not concurrently participate in any City Medical Plan.
  - b. For each Employee who elects to be covered by COPS Trust, the City will make a monthly contribution to COPS Trust that is equal to the lesser of (a) the City’s *pro rata* contribution under the HAP Plan in the corresponding coverage tier (e.g. single, two person, family) or (b) the City’s *pro rata* contribution under the BCBS Plan for the corresponding coverage tier. Under no circumstances will the City’s monthly contribution to COPS Trust exceed the City’s monthly contribution for coverage under the lowest cost City plan for the applicable coverage tier, or be greater than 80% of the cost of each coverage tier.
  - c. The City will have no obligations in connection with COPS Trust other than to make the payments described in this Section B.3. Specifically, the City will not have any administrative involvement whatsoever in connection with employee participation in COPS Trust, and any employee participating in COPS Trust will be responsible for paying any additional monthly premium payments beyond the City’s monthly contribution pursuant to Section B.3.b of this Article directly to COPS Trust. Under no circumstances will the City be deemed to be an administrator or fiduciary with respect to any medical plans provided by COPS Trust.
  - d. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee participation in COPS Trust, any medical plans offered by

COPS Trust, including but not limited to any claims for benefits provided to, or denied, City employees by COPS Trust, as well as any and all claims that are in any way related to any acts or omissions by COPS Trust, or its officers, directors, trustees, employees, or agents.

4. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the applicable Medical Plans offered by the City during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article. Any questions or disputes concerning any City Medical Plans will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance & Arbitration Procedures set forth in Articles 8 and 9 of this Agreement.
5. The failure of any insurance carrier(s), PBM, or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the City, nor will such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
6. Except as set forth in this Article, during the term of this Agreement, the City Medical Plans will provide benefits with an actuarial value as determined by the Enrolled Actuary that are at the "Gold" level (i.e., approximate actuarial value of 80%), as defined by the ACA. In the event that the actuarial value of a City Medical Plan's benefits falls below the "Gold" level as determined by the Enrolled Actuary during the term of the Agreement, the City will meet and confer with the Union to discuss potential modifications to the Medical Plan during the subsequent plan year to raise the actuarial value of the benefits to the "Gold" level.
7. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the City to fall out of compliance with the requirements Public Act 152 of 2011 ("PA 152"). MCL § 15.561 *et. seq.* The City's Enrolled Actuary will be responsible for periodically monitoring compliance with the requirements of PA 152. In any event where the Enrolled Actuary determines that the City is reasonably likely to fall out of compliance with PA 152, the City will meet and confer with the Union for a period not longer than thirty (30) days in order to discuss potential modifications to the terms of the Medical Plans or to the allocation of premium payments by the City and the Employees. To the extent the City and the Union are unable to reach an agreement within thirty (30) days, the City may make any necessary modifications to ensure compliance with PA 152.

8. Surviving Spouses/Dependents. Current and future spouses and dependents of bargaining unit employees who are killed in the line of duty will be eligible to continue to participate in the City's Hospitalization, Medical Insurance, Optical and Dental Care plans on the same terms and conditions as active bargaining unit members.
9. Retiree Medical Benefits.
  - a. Retiree Medical Subsidy. The City will contribute the following amounts towards the cost of retiree health benefits for Eligible Retirees (the "Retiree Medical Subsidy"):
    - i. On or before January 31, 2015 (and each subsequent January 31 during the term of this Agreement), the City will contribute a total sum of one million dollars and no cents (\$1,000,000.00) to the COPS Trust VEBA to fund retiree medical benefits for City of Detroit employees (and Eligible Retirees) in the bargaining units represented by the DFFA, the Detroit Police Command Officers Association (DPCOA), the Detroit Police Lieutenants and Sergeants Association (DPLSA), and the Detroit Police Officers Association (DPOA) (collectively, the "Public Safety Unions"). The amount contributed on behalf of the DFFA will be determined by: (a) dividing the total DFFA bargaining unit headcount as of July 1, 2014, by (b) the total active employee headcount in the four Public Safety Unions as of July 1, 2014, and then (c) multiplying the quotient by \$1,000,000.00 (DFFA headcount ÷ total Public Safety Union headcount) × \$1,000,000.00).
    - ii. In addition, effective for the month of January 2015, and each month thereafter during the term of this Agreement, the City will also contribute towards the cost of retiree health benefits for employees (and Eligible Retirees) in the DFFA bargaining unit an amount equal to one percent (1%) of the straight-time hourly earnings (exclusive of any overtime compensation, premium pay, shift differentials, paid time off, or other amounts in excess of straight-time hourly pay) of active employees in the DFFA bargaining unit. These contributions will be paid into the COPS Trust VEBA on or before the fifteenth day of each month, and will be calculated based upon on the straight-time hourly earnings of active employees in the DFFA bargaining unit in the second previous month to the month of payment.
    - iii. Any foundation money available to fund medical benefits for Public Safety Union retirees shall also be contributed to the COPS Trust VEBA.

- b. No Additional Liability. Other than the Retiree Medical Subsidy, the City shall not be required to pay any additional amounts including, but not limited to start-up costs, to the COPS Trust VEBA, or to pay any other sums (including but not limited to administration expenses), in connection with retiree health coverage for Eligible Retirees during the term of the Agreement. Moreover, the parties agree that COPS Trust shall have sole responsibility for maintaining and investing all funds contributed by the City pursuant to this Article 24, Section B.9, and shall be solely responsible for determining and administering the benefit design and form, amount, and timing of all benefit payments to Eligible Retirees pursuant to this Agreement, and COPS Trust shall have sole responsibility to ensure that all of COPS Trust's acts or omissions with respect to the provision of benefits to Eligible Retirees comply with applicable law. As such, other than its obligation to timely pay the Retiree Medical Subsidy, the City shall have no responsibility and shall face no liability to any party with respect to the provision of benefits to Eligible Retirees pursuant to Article 24, Section B.9.
  - c. Indemnification. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee or Eligible Retiree participation in the COPS Trust VEBA, including but not limited to any claims for benefits provided to, or denied, City employees or Eligible Retirees (or their spouses or dependents) by the COPS Trust VEBA, as well as any and all claims by other persons that are in any way related to any acts or omissions by the COPS Trust VEBA, or its officers, directors, trustees, employees, or agents.
  - d. Eligibility. Employees who retire on or before December 31, 2014 shall participate in the OPEB settlement available to existing retirees in accordance with the Plan of Adjustment in In re City of Detroit, Case No. 13-53846. Employees who retire and receive pension benefits from the PFRS on or after January 1, 2015 ("Eligible Retirees") shall be eligible for retiree health care benefits from the COPS Trust VEBA as determined by such VEBA and as set forth herein.
10. Medical Benefits for Catastrophic Duty Disability Retirements. Employees who are Totally and Permanently Disabled due to an injury incurred in the line of duty will be eligible to participate in the City's HAP HMO plan for active bargaining unit members in accordance with the terms of this section. Any Totally and Permanently Disabled Employee may elect to receive benefits pursuant to Section B.9 or Section B.10 of this Article, but no member may receive both benefits in a given plan year.

- a. Totally and Permanently Disabled. For purposes of this section, the term “Totally and Permanently Disabled” shall be defined exclusively as:
- i. Total and permanent loss of sight in both eyes.
  - ii. Loss of either leg or foot at/or above the ankle.
  - iii. Loss of both arms or hands at/or above the wrist.
  - iv. Loss of any two of the members or facilities enumerated in (i) or (iii) above.
  - v. Permanent and complete paralysis of both legs or both arms, or one leg and one arm.
  - vi. Permanent and complete loss of facilities due to a persistent vegetative state.
- b. City Contribution. The City will contribute the following amounts towards the cost of medical benefits for employees who are Totally and Permanently Disabled (“Disability Subsidy”):
- i. On or before January 31, 2015 (and each subsequent January 31 during the term of this Agreement), the City will contribute a total sum of one hundred forty thousand dollars and no cents (\$140,000.00) to the COPS Trust VEBA to fund medical benefits for Totally and Permanently Disabled members in the DFFA bargaining unit. The COPS Trust VEBA shall create a sub-account and separately account for the contributions and earnings and losses thereon, for the DFFA’s Totally and Permanently Disabled members.
  - ii. No Additional Liability. Other than the Disability Subsidy, the City shall not be required to pay any additional amounts including, but not limited to start-up costs, to the COPS Trust VEBA, or to pay any other sums (including but not limited to administration expenses), in connection with the provision of benefits to Totally and Permanently Disabled members during the term of the Agreement. Moreover, the parties agree that COPS Trust shall have sole responsibility for maintaining, administering, and investing all funds contributed by the City pursuant to this Article 24, Section B.10, and COPS Trust shall have sole responsibility to ensure that all of COPS Trust’s acts or omissions with respect to the provision of benefits to Totally and Permanently Disabled members comply with applicable law. As such, other than its obligation to timely pay the Disability Subsidy, the City shall have no responsibility and shall face no liability to any party with

respect to the provision of benefits to Totally and Permanently Disabled Employees pursuant to Article 24, Section B.10.

- c. Participation in HAP HMO. Totally and Permanently Disabled members may elect to participate individually in the City's HAP HMO plan annually during the term of this Agreement. Each participant will be responsible for paying the customary premiums paid by active employees for coverage under the HAP HMO plan during the applicable plan year, and except as provided below, the City shall be reimbursed by the COPS Trust VEBA for the employer share of the premium for each such participant. Totally and Permanently Disabled members who reside outside of the State of Michigan will receive a cash equivalent from the COPS Trust VEBA in lieu of the employer share of the HAP HMO premium. In advance of each plan year, an actuary retained by COPS Trust shall coordinate with an actuary retained by the City to project whether the anticipated sums in the sub-account of the COPS Trust VEBA for Totally and Permanently Disabled DFFA members will be sufficient to cover the employer share of the premium payments for Totally and Permanently Disabled members participating in the HAP HMO. If the actuaries conclude that such sums will not be sufficient to continue to cover the City's entire share of the employer contribution to the HAP HMO on behalf of the Totally and Permanently Disabled, the participant premiums will be increased on a pro rata basis for the following plan year to cover the difference; under no circumstances will the City be obligated to pay any amount, in connection with the employer share of the premiums, that exceeds the available sum under the COPS Trust VEBA sub-account for Totally and Permanently Disabled DFFA members.
- d. Eligibility. In order to be eligible for benefits pursuant to this section, an employee must be either (i) Totally and Permanently Disabled and drawing a duty disability pension as of the Effective Date of this Agreement, or (ii) become Totally and Permanently Disabled and draw a duty disability pension during the term of this Agreement.

C. Group Life Insurance. A group life insurance program for the Employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. Membership

Optional for members of the Employees Benefit Plan.

2. Contributions

The City shall pay 100% of the premium for insurance up to and including \$35,000 for each member plus \$5,000 for each dependent.

Additional life insurance may be purchased through this plan at the Employee's expense.

Employees and their dependents who are on a duty disability retirement shall be covered by this program.

D. Death Benefits.

1. Death Benefits. Death benefits for all regular City Employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 13-8-2 currently provides a death benefit of ten thousand dollars (\$10,000).
  - a. Membership shall be mandatory for regular Employees.
  - b. Contributions:

By the City - \$20.70 per year per Employee.

By the Employee - \$.25 per week or \$13.00 per year.
2. Payment for Employees killed or permanently disabled in the line of duty:
  - a. A lump sum duty death benefit of ten thousand dollars (\$10,000) will be paid to the beneficiaries or estate of Employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties as determined by City policy which may be amended in the discretion of the City.
  - b. A lump sum payment of ten thousand dollars (\$10,000) shall be made to any Employee who is totally and permanently disabled as a direct result of illness or injury sustained in the actual performance of his duties. "Totally and permanently disabled" shall be defined exclusively as follows:
    - i. Total and permanent loss of sight of both eyes.
    - ii. Loss of both legs or both feet at/or above the ankle.
    - iii. Loss of both arms or both hands at/or above the wrist.
    - iv. Loss of any two of the members or facilities enumerated in (i), (ii), or (iii).
    - v. Permanent and complete paralysis of both legs or both arms or one leg and one arm.

vi. Incurable insanity or imbecility. Claims for this payment shall be made in accordance with the City Council resolution on March 26, 1974 p. 627.

c. Employees who receive a permanent disability payment under this Article shall be ineligible for the ten thousand dollars (\$10,000) death benefit described above.

E. Funeral Leave. All Employees covered by this Agreement shall be eligible for funeral leave without deduction of pay as follows:

1. If a death occurs among members of the Employee's immediate family or household, the Employee, provided he/she attends the funeral and submits documentation of such upon return to work, will be granted three (3) days leave not to be charged to sick leave. An Employee may take an additional two (2) days of funeral leave to be charged against current sick leave and then reserve sick leave upon his/her request, per Municipal City Code Chapter 13, Article 5, Section 4.

2. Definition of Immediate Family. The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, step-son, step-daughter, grandmother, and grandfather.

3. If a death occurs among the relatives of the Employee, the Employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral and submits documentation of such upon return to work. If the funeral which the Employee attends is more than three hundred (300) miles from the City of Detroit, the Employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

4. Definition of Relatives. Relatives are defined as grandson, granddaughter, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

F. Shift Premium. Shift premiums shall be paid only to Employees working afternoon and evening shifts in the Communications, Arson, Fire Prevention, and Public Instruction Divisions. Shift premium amounts shall be twenty five cents (25¢) per hour for the afternoon shift and fifty cents (50¢) per hour for the night shift. Under no circumstances will an Employee working a 24 hour shift be entitled to a shift premium.

G. Holidays and Excused Time. Employees will be entitled to the following eight (8) holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Veterans' Day	November 11th
Memorial Day	Last Monday in May

Independence Day

July 4th

Labor Day

First Monday in September

Thanksgiving Day

Fourth Thursday in Nov.

Christmas Day

December 25th

1. Holiday Premium. The Holiday Premium rate will be time and one-half (1.5 x) for all Employees who work on a holiday, in addition to the regular day's pay.
2. Observance of Holidays. Employees assigned to a 40-hour work week shall observe each designated holiday on the date that such holiday is observed by the U.S. Government.
3. Excused Time.
  - a. Employees assigned to a 40-hour week shall be granted eight (8) hours of "Excused Time" on Good Friday (or the last eight (8) hours on the last scheduled paid day prior to Good Friday), eight (8) hours for Easter Sunday, eight (8) hours for the last scheduled paid day before Christmas Day and eight (8) hours for the last scheduled day before New Year's Day, provided that they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked at straight time cash for such hours at the option of the Fire Commissioner. No holiday premium will be paid for work on these days. When an Employee is absent without good cause for a non-excused portion of the day, he/she shall forfeit excused time for the day.
  - b. Employees assigned to the 48 hour average work week shall receive ten (10) hours of compensatory time for Christmas Eve and ten (10) hours of compensatory time for New Year's Eve, provided they are on the payroll on Christmas and New Year's Day respectively, and they shall receive ten (10) hours of compensatory time for Good Friday and Easter provided they are on the payroll on each of those days. When an Employee is absent without good cause for a non-excused portion of the day, he/she shall forfeit excused time for the day.

H. Uniforms.

1. The City shall furnish all-weather jackets to Fire Fighters, Fire Fighter Drivers, Fire Sergeants, Fire Engine Operators and Fire Apparatus Mechanics in accordance with recommendations from the Health and Safety Committee. Replacement items, including shirts and hats, shall be in accordance with recommendations from the Health and Safety Committee, provided replacements are approximately the same cost as the current type.
2. Newly-hired employees will be issued badges, shoulder patches and nameplates when they complete their probationary period. When a member is newly-

promoted into the rank of Sergeant, the member shall be provided by the Department and at the Department's expense his/her first set of uniform modifications. All other employees are required to purchase badges, shoulder patches and nameplates.

3. Members shall be permitted to purchase at their own expense and wear "T-shirts" or "golf shirts" in warm weather and sweatshirts in cold weather as part of their station/work uniforms. All such items shall be from a list developed by the Health and Safety Committee.
4. Annual Uniform Allowance. Each newly hired Employee will receive an initial issue of two (2) sets of sanforized pants and two (2) sets of sanforized shirts upon graduation from the Fire Academy. Each new Employee shall receive one (1) dress uniform, four (4) additional sets of sanforized pants and four (4) additional sets of sanforized shirts upon completion of his/her probationary period. Employees who have been employed by the Department for at least one (1) year shall receive an annual Uniform Allowance of one thousand one hundred dollars (\$1,100) on each July 1. Employees are required to purchase their departmental dress and sanforized (work) uniforms outlined below. The Department will continue to provide Personal Protective Equipment (PPE).

a. Apparatus, Communications, and Fire Fighting Divisions:

All-Weather Coat	
Sanforized Pants (6 sets)	Long Sleeve Dress Shirt
Sanforized Shirts (6 sets)	Short Sleeve Dress Shirt
Dress Coat	Stovepipe/Bell Crown Hat
Dress Pants (Summer)	Shoulder Patches (11)
Dress Pants (Winter)	Shoulder Epaulets (2)

b. Community Relations, Fire Marshall, Research & Development, and Training Academy:

All-Weather Coat	Long Sleeve Dress Shirt (5)
Raincoat and Cap-Cover	Short Sleeve Dress Shirt (5)
Dress Coat	Stovepipe/Bell Crown Hat
Dress Pants (Summer)	Shoulder Patches (15)
Dress Pants (Winter)	Shoulder Epaulets (2)

I. Sick Leave.

1. Sick Banks.

- a. Employees who work an average forty-eight (48) hour week will accumulate ten (10) hours per month in their Current Sick Leave Bank without limitation.
  - b. Employees who work an average forty (40) hour week (including 8, 10, and 12 hour employees) will accumulate eight (8) hours per month in their Current Sick Leave Bank without limitation.
  - c. Every Employee who has completed their probationary period will be credited with fifty (50) hours in their seniority bank (formerly known as the Reserve Bank) on July 1 of each year without limitation.
2. Sick leave shall be charged and paid in units of whole hours. Sick leave may not be granted in anticipation of future service.
3. Sick leave may be used to care for immediate family members within the Employee's household where necessary, provided that such absences shall not exceed three (3) days in any instance without submitting a request for Family and Medical Leave in accordance with applicable law. The term "immediate family" shall be construed to include husband, wife, child, father, mother, brother and sister and also relatives living in the same household, no matter what the degrees of relationship.
4. Employee to notify supervisor. An Employee's absence for any reason which may be charged to his/her sick leave where permission has not already been granted must notify his/her Division Head at least one (1) hour prior to starting time. Failure of the Employee to give proper notice may be used by the Executive Fire Commissioner or his/her designee as a just reason for the refusal of sick leave with pay.
5. Medical Verification. Employees are not required to provide medical verification to substantiate a sick/disability absence unless:
  - a. The Employee was absent for more than three (3) days (for 8, 10, and 12 hour employees);
  - b. The Employee was absent for more than five (5) consecutive calendar days (for 24-hour employees);
  - c. Employee is on Step 1 or above under the DFD Attendance Control Policy;
  - d. The Department has reason to believe that the Employee is not sick or injured.

Medical verification, as referenced in this Section, shall consist of a written document from a doctor indicating a diagnosis and dates of treatment.

6. Bonus Furlough. Bonus Furlough Hours (formerly known as SL-CT) will be granted for unused current sick time as follows:

- a. Employees who (i) have a minimum of six (6) years of service, (ii) work an average forty-eight (48) hour week, and (iii) have at least four hundred fifty (450) hours of sick leave in their Current Sick Leave Bank as of June 30, will be credited with seventy-two (72) hours of Bonus Furlough on July 1st of each year.
- b. Employees who (i) have a minimum of six (6) years of service, (ii) work an average forty (40) hour week, and (iii) have at least three hundred sixty (360) hours of sick leave in their Current Sick Leave Bank as of June 30, will be credited with forty (40) hours of Bonus Furlough on July 1st of each year.
- c. An Employee may request to take his Bonus Furlough Hours in any sequence by submitting a request in writing to his/her supervisor. This request will be reviewed for the availability of personnel by his/her supervisor. Seniority will be a prime consideration when several Employees request the same period of time off. When granted time off, Bonus Furlough Hours will be deducted from an Employee's bank before compensatory time is deducted.
- d. The Department must ensure that Bonus Furlough Hours are expended proportionately throughout the year and are not carried until the last months of the fiscal year; therefore, on May 1st, the supervisor may assign the remaining Bonus Furlough Hours at his/her discretion.
- e. Bonus Furlough Hours that are not used prior to the end of the fiscal year will be lost, except that:
  - i. Employees who work an average forty-eight (48) hour week may carry over up to twenty-four (24) Bonus Furlough Hours into the next fiscal year.
  - ii. Employees who work an average forty (40) hour week may carry over up to eight (8) Bonus Furlough Hours into the next fiscal year.
  - iii. Employees who work four ten-hour days may carry over up to ten (10) Bonus Furlough Hours into the next fiscal year. Employees who work twelve (12) hour days may carry over up to twelve (12) Bonus Furlough Hours into the next fiscal year.

7. Payment for Unused Sick Leave on Retirement.

- a. Upon retirement, exclusive of duty and non-duty disability retirement, an Employee shall be entitled to payment of eighty five percent (85%) of

their unused accumulated sick leave. The timing and method of the payment shall be pursuant to City policy, which may be amended at the City's discretion.

- b. If an Employee is granted a duty or non-duty disability retirement, he/she shall be entitled to a reimbursement of eighty five percent (85%) of his/her unused sick time upon attaining his/her normal full duty retirement date and petitioning the Executive Fire Commissioner for such reimbursement.
  - c. Death as Termination of Service. Upon the death of any Employee, that Employee shall be entitled to a reimbursement of eighty five percent (85%) of his/her unused accumulated sick time pay to the Employer's beneficiary or estate, provided that in the case of a non-duty related death, such payment of unused accumulated sick time shall be limited to eighty five percent (85%) of seven hundred and twenty (720) hours.
8. Current sick time bank shall accumulate without limitation, provided that, for Employees who on July 1st of any year have accumulated more than one thousand (1,000) hours of sick time (including both unused current sick time and unused seniority sick bank time), the Department at its discretion may pay out all or any portion of the Employees' accumulated sick time in excess of one thousand (1,000) hours; provided, however, that in making such payout, the City shall not cause an Employee's Current Sick Leave Bank to be reduced below four hundred and fifty (450) hours. Such payments shall be in accordance with the following terms:
- a. The Department will announce whether it has elected to pay out sick time under the terms of this Agreement up to one (1) year in advance. For example, as soon as practicable after the Effective Date of this Agreement, the Department will announce whether it will elect to pay out sick time accrued as of July 1, 2015. As soon as practical after July 1, 2015, the Department will announce whether it will elect to pay out sick time accrued as of July 1, 2016, and so on.
  - b. At the time it makes such announcements, the Department will also announce the amount of sick time that it may buy out.
  - c. Any payments under this Section shall be made at 85% of the Employee's base rate of pay during the previous fiscal year. If the Department elects to make a payment under this provision, the payment shall be made on the first pay date after December 1, or earlier if agreed upon by both parties. For example, any payment made based upon sick time accrued as of July 1, 2015 shall be made on the first pay date after December 1, 2015, unless otherwise mutually agreed. Notwithstanding any other provision of this Agreement, an Employee may elect to have a payment made pursuant to this Section contributed into the Employee's Annuity Savings Account in lieu of a cash payment.

J. Apparatus Division Employees.

The classification of Apparatus Emergency Mechanic shall receive the same wage and special adjustments granted to the General City classification of General Auto Mechanic.

K. Fire Boat Employees.

1. Civilian classifications assigned to the Fire Boat shall receive wage increases equivalent to those granted to the comparable General City classifications listed below. Fringes and pay practices shall be the same as applied to the comparable General City classifications listed below and shall be in accordance with the ordinances and resolutions governing such fringes and pay practices.
2. Non-Civilian classifications assigned to the Fire Boat shall receive wage increases equivalent to those granted to the comparable General City classifications listed below. Hours and fringes shall be the same as applied to the Apparatus Emergency Mechanic.

**Fire Department Titles**

**General City Titles**

Fire Boat Operator

General Auto Mechanic

Fire Boat Mechanic

General Auto Mechanic

Fire Boat Deckhand

Mechanical Helper

- L. Pension and Retirement Provisions. During the term of this Agreement Employees will be entitled to retirement benefits in accordance with the terms of the Memorandum of Understanding Regarding the Police and Fire Retirement System of the City of Detroit, Michigan. The terms of the Memorandum of Understanding may be modified to conform with any plan of adjustment approved by the United States Bankruptcy Court.

M. Overtime.

1. Pursuant to the City's management rights under Article 3, the City has the right to schedule overtime work and to require Employees to work mandatory overtime. In scheduling overtime, the City will use the following procedure:
  - a. First, overtime work assignments shall be on a voluntary, rotating basis by seniority through the overtime master list for members who are on their scheduled XL or XXL days. Secondly, overtime assignments shall be on a voluntary, rotating basis by seniority for members who are on leave, provided no member shall work more than thirty-six (36) hours straight. Finally, if there are insufficient volunteers, overtime will be assigned on a mandatory basis through inverse seniority, consistent with Article 24, Section M of this Agreement.

Employees will be offered overtime only for vacancies within their current classification.

2. Should the appropriate senior Employee be inadvertently by-passed for a particular voluntary overtime opportunity, he/she will be offered the next voluntary overtime opportunity after notification to his/her Division Head of the by-pass, in a timely manner, by the Union or the individual. The sole remedy for a violation of the voluntary overtime scheme shall be working the next available overtime opportunity and not payment of any back pay. In no circumstance shall Employees be paid for time not worked.
3. Eligible members who volunteer for overtime shall contact their company the day before. Volunteering eligible members acknowledge that they may be called up until 8:00 a.m. of the available workday.
4. Eligible members on overtime shall service that overtime day as assigned through the Chief of Department, and, hold no claim to a spot that they would normally hold on a regular workday unless that spot is open.
5. Only the identified member may work an overtime day. Overtime work reliefs will not be accepted. Members on the overtime roster of the HMRU team at the wastewater treatment plant are not eligible for overtime in the fire fighting division.
6. Employees who accept overtime and are no longer able to work must notify the Department at least three (3) hours prior to the start of the overtime opportunity. Employees who have cancelled overtime three (3) times in a one hundred twenty (120) day period will be taken off the overtime list and must re-submit a request to be placed back on the list.
7. Call-Back Overtime. In the event of call-back, members will receive a minimum of four (4) hours Compensatory Time or four (4) hours pay. After 2¾ hours of overtime work, called-back Employees will receive time and a half Compensatory Time or Overtime pay. No member will be allowed to accumulate over fifty (50) hours of Compensatory Time.

N. Jury Duty.

1. Employees who serve on jury duty will be paid that normal day's pay. An Employee who receives any payment as compensation in connection with jury duty will immediately endorse the check over to the City or, otherwise, reimburse the City in that amount. If an Employee fails to provide the City with endorsed jury duty check(s) within two (2) weeks of that Employee's return to work, the City may recoup such payment by payroll deduction in accordance with this Agreement.

2. In the event that an Employee reports for jury duty but does not actually serve on a jury on a day when that Employee is scheduled to work, he/she will return to work to complete his/her shift.
3. In order to receive payment for jury duty days, an Employee must be scheduled to work, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish proof of service for the days for which he/she claims such payment.

## **25. COMPANY STAFFING**

### **A. Other Companies.**

Except as otherwise provided herein, all engine, ladder, and squad companies (including hazardous material response units), except TACs, shall have four (4) members on duty per tour of duty. This requirement shall be temporarily excused only when the Department is given less than twelve (12) hours' notice by an Employee scheduled for a tour of duty in an engine or ladder company that the Employee will not be at work.

When this exception applies, the manpower in the Fire Fighting Division shall be (re)allocated between the engine and ladder companies under the customary detailing system of reassignment of the next most senior available on-duty Employee in that classification in the City. For example, if five (5) Employees fail to give timely notice, those five (5) vacancies shall be (re)allocated among all engine and ladder companies under the customary detailing system.

### **B. The requirements in Section A shall be additionally excused as follows:**

1. Department training, Commissioner's hearings on charges, and medical appointments, without replacing such Employees through overtime.
2. The Department shall not be required from 0800 to 1800 hours to replace through overtime (1) one member per house assigned as the cook to shop for food for a period not in excess of two (2) hours or two (2) members who are away from the station on emergency leave under General Rule 10.125 for a period not in excess of two (2) hours.
3. Under the exceptions set out in B.1 through B.2 above, a number of Companies, not including Squads and not to exceed one-third (1/3) of the daily activated companies, shall be permitted to ride with three (3) members during those hours.

## **26. SAFETY**

### **A. Health and Safety Committee.**

1. The Department's Health and Safety Committee shall consist of eight (8) members as follows: the Executive Fire Commissioner (or his/her designee), three (3) members designated by the Executive Fire Commissioner; three (3)

members designated by the DFFA; and one (1) member designated by the Police Officers Association of Michigan ("POAM"). The Health and Safety officer shall be a non-voting member of the Health and Safety Committee.

- a. The Executive Fire Commissioner, the DFFA, and the POAM shall designate to the Committee the same ratio of alternate members, who shall attend Committee meetings when the regular member cannot attend and shall act on behalf of such absent regular members who are absent.
  - b. Members of the Committee will be released from duty with pay to attend Committee meetings. The Department will not be obligated to replace on an overtime basis Employees relieved from duty for Committee work.
2. Unless the Committee shall otherwise decide, the Chairmanship and meeting location shall alternate at each meeting beginning with a Commissioner appointee, followed by a Union president appointee, and continuing to alternate in that manner at subsequent meetings.
3. The Committee will meet no less than once every two (2) months to address health and safety conditions and concerns. Meetings may also be called by order of the Executive Fire Commissioner (or his/her designee) or on written demand by the appointees of either party to discuss urgent issues at a mutually agreed time no later than ten (10) calendar days after the written demand. Minutes shall be taken at all meetings of the Health and Safety Committee.
4. The Chairperson will determine the agenda for each Committee meeting. Committee members may submit requests to the Executive Fire Commissioner for matters to be addressed at each meeting. A written agenda will be provided to all Committee members by the Chairperson at least one (1) week in advance of the meeting. The Committee shall have the responsibility, among other things, to:
  - a. review and analyze all reports of job-related accidents, deaths, injuries, and illness;
  - b. develop information on accident and injury sources and rates;
  - c. investigate Department facilities and equipment to detect hazardous conditions or unsafe work methods, including but not limited to training procedures, and make recommendations for correction; and
  - d. promote safety for all Department members.
5. Department records regarding job-related accidents, injuries, deaths, and illnesses may be made available to the Committee upon request.
6. The Committee may, by a majority vote of members present at a meeting, recommend:

- a. Department rules and procedures concerning health and safety; and
  - b. correction of unsafe and harmful working conditions, including the setting of a deadline for the abatement of such conditions.
7. All recommendations must be made to the Executive Fire Commissioner in writing. The Committee's findings and recommendations are advisory only and do not constitute any limitation on the managerial rights of the Department.
  8. The Department shall, in its sole discretion, make all decisions relating to modifications of or purchase specifications of protective apparel and equipment for fire fighters and for hazardous material response and handling.

B. Equipment.

- General. The City shall furnish to each Employee in the Fire Fighting Division (including Fire Engine Operators) one (1) waterproof flashlight, one (1) pair of Tempo Max gloves, and individual face pieces. The Department agrees to provide eight (8) lightweight aluminum and fiberglass-wrapped air tanks for each engine, ladder truck, and squad company, six (6) tanks for each TAC company and two (2) for each on duty Battalion Chief. Once the lightweight aluminum and fiberglass wrapped air tanks are issued to all fire companies, the Department agrees to withdraw from service all steel air tanks. Steel air tanks will no longer be issued as regular or reserve equipment. All of the foregoing shall be subject to the departmental rules on maintenance.
- Personal Protective Equipment (PPE). The City shall issue to all members of the Fire Fighting Division NEPA 1971 compliant PPE, consisting of two (2) coats, two (2) trousers, one (1) pair of boots, two (2) pairs of gloves, two (2) hoods, one helmet, and one (1) face piece.
- Blankets, Pillows. All 24-hours non-civilian employees of the Department shall be issued two (2) blankets and one (1) pillow as part of their personal issue which blankets and pillow shall be replaced by the City as needed.
- Exhaust Systems. All Fire stations shall have exhaust systems installed, one (1) per assigned rig. Exhaust systems need not be direct capture.
- Fire Helmet. The Department shall issue a NFPA compliant fire helmet in accordance with the recommendations of the Health and Safety Committee.
- Rescue Bags. The City shall purchase air rescue bags for each TMS unit.
- Prep Radios. The Fire Prevention Section Inspectors shall be issued prep radios to be used during their tours of duty.
- The two (2) sets of turnout gear (i.e., two (2) fire coats, two (2) bunker pants, two (2) pairs of fire boots, and two (2) pairs of fire gloves) to be provided by the City

to each member pursuant to this Agreement shall conform to current NFPA standards, and shall be cleaned and replaced in accordance with current NFPA standards. The City shall provide, clean, and replace said turnout gear either directly to the member, or through a leasing program.

- Any member who does not have at least one (1) complete set of NFPA – compliant gear shall be assigned a non-firefighting assignment with no change in work schedule, pay or benefits.
- For those members not receiving an annual uniform allowance, the City shall provide initially (6) sets of station wear that meet current NFPA standards and Department standards, and the City shall replace two (2) sets each year beginning one (1) year following the initial provision. The six (6) sets shall include six (6) pants and six (6) shirts. For new Employees, a set of four (4) pants and four (4) shirts shall be issued upon graduation from the Academy; the remaining set of two (2) pants and two (2) shirts shall be issued upon passing probation. The City shall provide and replace said station wear either directly to the member, or through a leasing program.
- Employees may purchase station wear that conforms to Department specifications from a vendor of their choice.

C. Prophylactic Inoculations.

1. Employees working in a Medical First Responder or Emergency Medical Technician role will be required to have inoculations as required by their level of certification or licensure and such inoculations will be at the City's expense.
2. Upon notification to the Employer by the Employee, Employees on a voluntary basis shall be granted, at the Employer's expense, prophylactic inoculations for:
  - a. Hepatitis B (HBV), and
  - b. As prophylactic inoculations become available, for:
    - i. Additional strains of Hepatitis;
    - ii. Human Immunodeficiency Virus (HIV) related conditions; and
    - iii. Acquired Immune Deficiency Syndrome (HIV) antibody positive conditions.
3. Upon notification to the Employer by the Employee that he/she is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease of a contagious or infectious nature, the Employee on a voluntary basis, shall be granted, at the Employer's expense, medically necessary tests and/or screening, and prophylactic treatment.

D. Haz Mat Unit.

1. HazMat1. The Department may designate a Hazardous Materials Team ("HazMat 1") as a specialized unit responsible for stopping/containing releases of hazardous materials, responding to non-hazardous materials incidents, and other duties as may be designated by the Department. HazMat 1 will operate as an "at large team." All employees of the Department with the necessary HazMat training and certification shall be eligible for membership on the HazMat team. The location of HazMat 1 shall be determined by the Department.
2. Department Policies. The Department may establish rules, policies, procedures and requirements regarding the operation of HazMat 1, including but not limited to staffing, scheduling, training, job content and responsibilities, uniforms and safety gear. Such rules, procedures, and requirements shall be established in order to ensure, among other things, the safe, efficient, effective, and legally compliant operation of the Unit.
  - a. Only charged time off allowable under the terms of this Agreement will be recognized as a reason not to work prescheduled days at HazMat 1.
  - b. Not available (N/A) shall not be a permitted excuse not to work a scheduled assignment at the HazMat 1 or its assignments. When a member is assigned to the HazMat 1 or its assignments, work reliefs must be with the HazMat 1 Regular or Reserve Roster Employees.
  - c. By assignment, the Training Academy shall be the official keeper of the HazMat training records. Duplicate copies shall be forwarded to the HazMat 1 quarters and to the Office of the Chief of Fire Department. All records will be secured and readily available for inspection by Regular and/or Reserve Roster Employees. Any disputes regarding training records shall first be discussed with the Training Academy and if such dispute is not resolved, subsequently may be lodged through proper channels to the Chief of Fire Department and the DFFA for quick resolution.
3. Rosters
  - a. The Department shall maintain a Regular Roster of certified HazMat Technicians who are designated as part of HazMat 1.
  - b. The Department shall maintain a Reserve Roster of certified HazMat Technicians for purposes of filling vacancies in HazMat 1.
  - c. The above-mentioned Rosters shall be staffed in accordance with the needs of the Department and shall include up to a maximum of one hundred (100) certified HazMat Technicians. The Department shall balance the Rosters between both units and shifts by inverse seniority such that the HazMat 1 team roster will be staffed with fifty (50) certified

HazMat technicians and the HazMat 1 Reserve Roster shall be staff with fifty (50) certified HazMat technicians. However, the City shall not be obligated to restore staffing to 100 until the staffing drops to 85. Balancing may occur by inverse seniority order, at the Department's discretion, as often as once every transfer list.

- d. Employees on the Regular and Reserve Roster will continue to be assigned to a rostered Fire company and shall be able to work on such company with the same rights as other Employees in good standing in the Detroit Fire Department.
- e. Employees electing to include their names on the Regular Roster or the Reserve Roster shall sign a one (1) year commitment letter, which may be revoked only by written request submitted to the Chief of the Fire Fighting Division, and which shall be effective no less than thirty (30) days after the date of such written request. Employees on any step of attendance control are ineligible for placement on the Regular Roster or the Reserve Roster.
- f. To the extent that there are vacancies on the Regular Roster as determined by the Department, vacancies shall be first filled by Employees on the Reserve Roster in accordance with length of service on the HazMat 1 team. In the event that there are insufficient Employees on the Reserve Roster, the Department will post the available vacancies. If the Department is unable to staff HazMat 1 with four (4) Department-certified HazMat Technicians, the Department may operate HazMat 1 with the available certified technicians, but only on an advisory basis. All hazardous materials response activity may be outsourced in the event that there is insufficient interest on the part of Employees to maintain an adequately staffed Reserve Roster as determined by the Department.
- g. Employees on the Regular Roster shall receive a stipend of two hundred dollars (\$200) per month in addition to their regular pay. Reserve Roster Employees detailed to HazMat 1 will receive twenty dollars (\$20) per work day actually worked in addition to their regular pay. Stipends shall be paid on a quarterly basis.

4. Training.

- a. All required hazardous material response training shall be administered by the Department's training facility or pre-approved by the Chief of the Training Academy and the Chief of the Fire Fighting Division.
- b. Yearly certifications shall be required to remain on the HazMat 1 Regular Roster and/or Reserve Roster. Yearly certification can be completed through the team only with the express permission of the Department. Written advance notice & approval must be obtained prior to any yearly

certification to remain on the HazMat 1 Regular Roster and/or Reserve Roster. All costs associated with training and certification shall be at the City's expense.

- c. To the extent that Employees need to complete training during working hours, the Department will reasonably adjust work schedules, with the exception of furloughs and extra vacation days.

5. Details to HazMat 1

- a. There shall be no permanent details to HazMat 1. Details to HazMat 1 shall be distributed as equally as possible among Employees on the HazMat 1 Regular and Reserve Roster. The Senior HazMat 1 Captain shall be responsible for scheduling Regular and Reserve Employee detail to HazMat 1 thirty (30) days in advance of the detailed work day. Regular and Reserve Employees will submit any changes, when possible in his/her normal work schedule, when applicable (i.e., furlough, extra vacation days, Kelly changes, etc.) prior to scheduling work days. This schedule shall be posted at HazMat 1 quarters. Not Available ("N/A") shall not be allowed as an excuse not to work scheduled details at HazMat 1 or its assignments.
- b. Employees assigned or detailed to HazMat 1 may utilize work reliefs, except while working overtime, and may only be relieved by Employees on the Regular Roster or the Reserve Roster. In cases of titled personnel that are contractually obligated to Department "swings" or other details, they shall be accommodated to serve on the HazMat 1 team first. Rostered Employees shall be obligated to HazMat, thereby forfeiting out-of-grade situations. A HazMat-trained medical response unit will be notified to respond to incident locations when needed and perform duties in compliance with DFD Standard Operating Procedures; including pre and post monitoring of HazMat personnel working in the "hot zone."

**27. SUBSTANCE ABUSE**

Employees subject to this Agreement will be subject to substance abuse testing in accordance with policies and procedures implemented by the Department. Such policies and procedures will not be changed without providing advance notice to the Association. The penalty for testing positive for any illegal drug will be discharge. Although not obligated to do so, the Executive Fire Commissioner may offer any Employee who violates a Substance Abuse Policy a Last Chance Agreement, in lieu of discharge.

**28. WORKPLACE VIOLENCE**

The parties recognize that workplace violence by Employees threatens the safety of Employees and the public and is detrimental to the provision of fire service. Pursuant to the City's zero tolerance against workplace violence, the City shall have the right to promulgate, alter, and/or amend disciplinary policies prohibiting workplace violence, and the Department may

promulgate, alter, and/or amend penalties up to and including discharge, for violation of those policies. Such policies and procedures shall not be changed without providing advance notice to the Union.

## **29. EXTENT OF AGREEMENT/SAVINGS CLAUSE**

If any article or section of this Agreement or any supplements thereto, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### 30. DURATION

This Agreement shall be effective and binding on the Union and the City as of November 6, 2014 ("Effective Date"), and shall continue in full force and effect through June 30, 2019 (the "Term"). This Agreement, including the Term, shall be incorporated into and become a part of both the plan of adjustment and order confirming the plan of adjustment, and the Agreement shall be subject to the post-confirmation ongoing jurisdiction of the Bankruptcy Court for the full Term, including without limitation, whatever jurisdiction the Bankruptcy Court's retains to enforce the Term. This Agreement, including specifically, the Term, shall be duly authorized and approved by and consented to by the State Treasurer and the Mayor of the City of Detroit, with these consents reflected by duly authorized signatures.

If either party desires to modify this Agreement, it may give written notice to the other party during the month of March 2019.

In the event that the Department and the Association fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2019, this Agreement will remain in effect on a day-to-day basis. Either party may terminate this Agreement by giving the other party a ten (10) day written notice on or after June 30, 2019.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

Dated this 6 day of November, 2014.


DETROIT FIRE FIGHTERS ASSOCIATION: CITY OF DETROIT:

  
Jeffrey Pegg, President

  
Michael E. Duggan, Mayor

  
Teresa Singleton, Vice President

  
Kevyn Orr, Emergency Manager

  
Martin McClung, Secretary

  
Edsel Jenkins, Executive Fire Commissioner

  
Robert Shinske, Treasurer

  
Michael A. Hall, Labor Relations

  
Office of the State Treasurer, Michigan

**SCHEDULE I  
CITY OF DETROIT  
AND  
DETROIT FIRE FIGHTERS  
ASSOCIATION  
(See Article 2)**

**RE: Classifications Represented:**

**A. Non-Civilians:**

1. 24-Hour Personnel

Senior Chief Battalion  
Fire Chief Fire Captain  
Fire Captain/EMT  
Fire Captain/Paramedic  
Fire Lieutenant  
Fire Lieutenant/EMT  
Fire Lieutenant/Paramedic  
Fire Sergeant  
Fire Sergeant/EMT  
Fire Sergeant/Paramedic  
Fire Engine Operator  
Fire Engine Operator/EMT  
Fire Engine Operator/Paramedic  
Fire Fighter Driver  
Fire Fighter Driver/EMT  
Fire Fighter Driver/Paramedic  
Fire Fighter  
Fire Fighter/EMT  
Fire Fighter/Paramedic  
Boiler Operator - High Pressure  
24 Hour Service – Interim

2. 8-and 10-Hour Personnel

Chief of Fire Operations  
Fire Marshal  
Deputy Fire Chief  
Chief of Fire Prevention  
Supervisor of Fire Department Training School  
Fire Investigator Chief – Arson  
Chief of the Community Relations Division  
Chief of Plans and Examinations  
Assistant Fire Department Community Relations Coordinator - Captain

Fire Training School Instructor - Captain  
Fire Investigator - Captain  
Senior Fire Prevention Inspector  
Senior Fire Prevention Instructor  
Plan Examiner - Fire Protection  
Fire Training School Instructor - Lieutenant  
Community Relations Officer – Lieutenant  
Fire Investigator - Lieutenant  
Fire Prevention Inspector  
Fire Prevention Instructor

**B. Communications Division Personnel - Civilians:**

Supervising Fire Dispatcher  
Assistant Supervising Fire Dispatcher  
Senior Fire Dispatcher  
Fire Dispatcher  
Senior Assistant Fire Dispatcher  
Assistant Fire Dispatcher

**C. Emergency Repairman - Non-Civilians:**

Apparatus Emergency Mechanic

**D. Fire Boat - Civilians:**

Fire Boat Mechanic

**E. Fire Boat - Non Civilians:**

Fire Boat Operator  
Fire Boat Deckhand

**EXHIBIT 1**

**DETROIT FIRE FIGHTERS ASSOCIATION  
WAGE INCREASE AND STEP INCREMENT SCHEDULE**

**FIRE FIGHTER**

Equivalent to Boiler Operator – High Pressure – 24 Hour Service Interim; Assistant Fire Dispatcher.

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
<b>Minimum</b>	\$29,352	\$31,553	\$31,553	\$32,342	\$33,151	\$33,980
<b>Upon Completion of Fire Academy</b>	\$30,352	\$32,553	\$32,553	\$33,342	\$34,151	\$34,980
<b>1<sup>st</sup> Year</b>	\$33,064	\$35,544	\$35,544	\$36,433	\$37,343	\$38,277
<b>2<sup>nd</sup> Year</b>	\$36,776	\$39,535	\$39,535	\$40,523	\$41,536	\$42,574
<b>3<sup>rd</sup> Year</b>	\$40,489	\$43,525	\$43,525	\$44,613	\$45,729	\$46,872
<b>4<sup>th</sup> Year</b>	\$44,201	\$47,516	\$47,516	\$48,704	\$49,921	\$51,169
<b>5<sup>th</sup> Year</b>	\$47,913	\$51,506	\$51,506	\$52,794	\$54,114	\$55,467

**FIRE FIGHTER DRIVER (5.00073% above Fire Fighter)**

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
	\$50,309	\$54,082	\$54,082	\$55,434	\$56,820	\$58,241

**FIRE SERGEANT**

Equivalent to Fire Engine Operator; Operator of Aerial Tower or Platform Apparatus; Senior Assistant Fire Dispatcher.

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
<b>Minimum</b>	\$54,781	\$58,890	\$58,890	\$60,362	\$61,871	\$63,418
<b>Maximum</b>	\$55,274	\$59,420	\$59,420	\$60,905	\$62,428	\$63,988

**FIRE LIEUTENANT**

Equivalent to Fire Training School Instructor – Lieutenant; Fire Community Relations Officer – Lieutenant; Fire Investigator – Lieutenant; Fire Prevention Instructor; Fire Prevention Inspector; Fire Dispatcher.

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
<b>Minimum</b>	\$59,222	\$63,664	\$63,664	\$65,255	\$66,887	\$68,559
<b>1<sup>st</sup> Year</b>	\$59,716	\$64,195	\$64,195	\$65,800	\$67,445	\$69,131
<b>2<sup>nd</sup> Year</b>	\$60,210	\$64,726	\$64,726	\$66,344	\$68,002	\$69,703
<b>3<sup>rd</sup> Year</b>	\$60,704	\$65,257	\$65,257	\$66,888	\$68,560	\$70,274
<b>4<sup>th</sup> Year</b>	\$61,196	\$65,786	\$65,786	\$67,430	\$69,116	\$70,844

**SENIOR FIRE DISPATCHER (Arithmetic mean (rounded to the next highest whole dollar) of the salaries for the classifications of Fire Lieutenant and Fire Captain)**

	<b>Current</b>	<b>7.5% Effective 1<sup>st</sup> Payroll Period after Effective Date of this Agreement</b>	<b>0% Effective July 1, 2015</b>	<b>2.5% Effective July 1, 2016</b>	<b>2.5% Effective July 1, 2017</b>	<b>2.5% Effective June 30, 2018</b>
<b>Minimum</b>	\$62,925	\$67,644	\$67,644	\$69,335	\$71,069	\$72,846
<b>1<sup>st</sup> Year</b>	\$63,419	\$68,175	\$68,175	\$69,879	\$71,626	\$73,417
<b>2<sup>nd</sup> Year</b>	\$63,912	\$68,705	\$68,705	\$70,423	\$72,184	\$73,988
<b>3<sup>rd</sup> Year</b>	\$64,406	\$68,236	\$68,236	\$70,967	\$72,741	\$74,560
<b>4<sup>th</sup> Year</b>	\$64,899	\$69,766	\$69,766	\$71,511	\$73,298	\$75,131

**FIRE CAPTAIN**

Equivalent to Fire Training School Instructor – Captain; Plan Examiner – Fire Protection; Fire Investigator – Captain; Senior Fire Prevention Instructor; Senior Fire Dispatcher; Senior Fire Prevention Inspector; Assistant Community Relations Coordinator.

	<b>Current</b>	<b>7.5% Effective 1<sup>st</sup> Payroll Period after Effective Date of this Agreement</b>	<b>0% Effective July 1, 2015</b>	<b>2.5% Effective July 1, 2016</b>	<b>2.5% Effective July 1, 2017</b>	<b>2.5% Effective June 30, 2018</b>
<b>Minimum</b>	\$66,626	\$71,623	\$71,623	\$73,414	\$75,249	\$77,130
<b>1<sup>st</sup> Year</b>	\$67,119	\$72,153	\$72,153	\$73,957	\$75,806	\$77,701
<b>2<sup>nd</sup> Year</b>	\$67,612	\$72,683	\$72,683	\$74,500	\$76,362	\$78,272
<b>3<sup>rd</sup> Year</b>	\$68,105	\$73,213	\$73,213	\$75,043	\$76,919	\$78,842
<b>4<sup>th</sup> Year</b>	\$68,598	\$73,743	\$73,743	\$75,586	\$77,476	\$79,413

**BATTALION FIRE CHIEF (18.59967% above Fire Captain)  
Equivalent to Assistant Supervising Fire Dispatcher.**

Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
\$81,357	\$87,459	\$87,459	\$89,645	\$91,886	\$94,184

**SENIOR CHIEF (11.58229% above Battalion Fire Chief)  
Equivalent to Chief of Fire Prevention; Fire Investigator Chief - Arson; Chief of the Training Division; Supervising Fire Dispatcher – Chief; Chief  
of the Community Relations Division; Chief of Plans and Examinations (f/k/a Fire Protection Engineer).**

Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
\$90,780	\$97,589	\$97,589	\$100,028	\$102,529	\$105,092

**DEPUTY FIRE CHIEF (4.49328% above Senior Chief)**

Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
\$94,859	\$101,973	\$101,973	\$104,523	\$107,136	\$109,814

**CHIEF OF FIRE OPERATIONS (8.62649% above Deputy Fire Chief)**

Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
\$103,042	\$110,770	\$110,770	\$113,539	\$116,378	\$119,287

**FIRE MARSHAL (6.60022% above Chief of Fire Operations)**

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
	\$109,843	\$118,081	\$118,081	\$121,033	\$124,059	\$127,161

## EXHIBIT II

### CITY OF DETROIT AND DETROIT FIRE FIGHTERS ASSOCIATION

#### *Promotions language for Fire Fighter Drivers and Fire Engine Operators*

1. **Effective July 1, 2015.** Promotions to Fire Fighter Driver and Fire Engine Operator shall be made as follows:

- a. The sequence of promotions shall be:
  - i. Fire Fighter to Fire Fighter Driver
  - ii. Fire Fighter Driver to Fire Engine Operator.
- b. Qualifications for promotion to Fire Fighter Driver shall be as follows:
  - i. Shall be most senior on official Department Fire Fighter Driver applicant list.

**Note:** Placement on the Fire Fighter Driver applicant list shall occur as follows: At the discretion of the Fire Commissioner, a period of time shall be declared open for Employees with at least two (2) years of seniority in the Department to submit an application to the Fire Commissioner to be placed on the Fire Fighter Driver applicant list. At the close of such period of time, all applications shall be placed in the order of the Employee's seniority in the Fire Fighting Division and the names of the applicants shall be placed on the Fire Fighter Driver applicant list in such order, at which time the list shall be closed until the list of names drops below a level determined to be necessary by the Fire Commissioner.

- ii. Shall be certified by the Training Academy as a qualified driver.
- iii. Shall successfully pass a physical examination including passing a drug test by a City-designated physician subject to the Department's substance abuse policy.
- iv. Shall not exceed the driving standards specified in the Eligibility Standards for Driving Assignments issued by the Human Resources Department.

**Note:** The operator of the Tiller is subject to the above-stated qualifications and shall be classified as a Fire Fighter Driver or Fire Fighter Driver Applicant.

- v. Completion of an Emergency Vehicle Operator's course as may be established by the Department. The Department shall pay Employees at their normal rates of pay for time spent completing the Emergency Vehicle Operator's course.
- c. Qualifications for promotion to Fire Engine Operator shall be as follows.
  - i. Shall be the most senior Fire Fighter Driver on official Department Fire Fighting Driver list.
  - ii. Shall successfully pass a physical examination including passing a drug test by a City-designated physician subject to the Department's substance abuse policy.
  - iii. Shall not exceed the driving standards specified in the Eligibility Standards for Driving Assignment issued by the Human Resources Department. After July 1, 2015, Employees may be required to successfully complete a training course for FEOs developed and implemented by the Department. The Department shall pay Employees at their normal rate of pay for time spent completing the FEO training course. The Department shall provide the DFFA with six (6) months notice prior to implementing any required training course for FEO.

**Note:** Driver Applicants, Fire Fighter Drivers, and Fire Engine Operators are required to meet and maintain the above driving standards to be eligible to continue in their respective positions. In addition, all Employees in driving classifications must have a current valid driver's license to be eligible to continue in their respective positions. Persons who do not have a current valid driver's license or, who fail to maintain the above standards shall be removed from the driving position.

Relationship to Fire Fighting Division Seniority: When, due to seniority on the Fire Fighter Drivers list, and after completion of the Emergency Vehicle Operator's course, an Employee is eligible for promotion to the rank of Fire Engine Operator, the Employee shall have the option of taking the promotion to Fire Engine Operator. However, should the Employee decline the promotion to Fire Engine Operator, he/she shall retain all seniority relative to the rank of Fire Sergeant, but shall automatically be demoted to the rank of Fire Fighter and removed from the FFD list. Upon promotion to the rank of Fire Engine Operator, he/she shall remain eligible for a promotion to the rank of Fire Sergeant based on seniority accrued prior to the date the Employee was promoted to Fire Engine Operator. Such election of options must be made in writing to the Executive Fire Commissioner.